

Appendix E to DIR-TSO-3459
WARRANTY AND MAINTENANCE SUPPORT AGREEMENT

This Warranty and Maintenance Support Agreement ("Agreement") is made effective as of _____ the final sign off date of this Agreement, by and between _____ on behalf of the _____, located at _____, TX ("Customer"); and Sigma Surveillance, Inc. DBA STS360 ("STS" STS360" or "Company") of 1081 Ohio Dr. Suite 1, Plano, Texas 75093, in support of a _____ year service agreement for all STS360 provided and installed equipment and materials for a _____.

1. DESCRIPTION OF SERVICES. Beginning on _____, STS360 will provide to _____ the following services (collectively, the "Services"):

- a. What exactly is warranted (e.g. Software, hardware, labor, wiring, etc.) are warranted for a period of _____ years from the date of acceptance and term starting _____ and ending _____. It will not include the cost of labor for _____ not adhering to the standard terms and conditions of DIR Contract No. DIR-TSO-3459 and this Agreement. Service calls will be billed when these incidents are approved by both parties. The proposed and accepted response terms of this warranty contract are:

LEVEL 1 SUPPORT:

- A Toll free number to reach a live Technical Service Representative 24x7x365.
- A Return call from on-call Systems Engineer / Technician within _____ hours.

LEVEL 2 SUPPORT:

- Additional Troubleshooting is needed, technician is dispatched onsite within _____ hours
- Optimization, Maintenance and Quality Checks performed when techs are onsite and/or on _____ basis

LEVEL 3 SUPPORT:

- Problem is understood and diagnosed, equipment / materials needed to repair / resolve the issue on hand, technician is dispatched onsite within _____ hours
- Optimization, Maintenance and Quality Checks performed when techs are onsite and/or on _____ basis

SPARE INVENTORY: if applicable

- The following equipment part numbers and quantities will be kept (on site / in STS360 warehouse) for the duration of the warranty / maintenance period.
- The Owner of this equipment after the warranty/ maintenance period(s) is _____.

Part Number	Description	Quantity
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- b. All hardware, software, material and other warranties past this _____ year service term, and not renewed in an additional warranty year through STS360, will be the sole responsibility of the Customer to contact the manufacturer directly to obtain replacement, repair or technical support.

2. ACCESS TO DATA AND COMPUTER. On request, _____ agrees to provide STS360 with evidence of a programming error, if the STS360 is unable to replicate the issues reported in a work order. Customer further agrees to provide STS360 with access to _____ computers, servers, networks, viewstations, note other equipment here and sufficient computer time to enable STS360 to investigate the problem, determine that it results from a warrantable cause, and, after corrective action or replacement has taken place, determine that the problem has been alleviated. STS360 also requires that _____ allow access to stored data, upon approval of the Customer, and the ability to remove data that is causing conflicts and/or inhibiting the ability to repair system to its full functionality.

4. PAYMENT. In consideration of the services to be performed by STS360, _____ agrees to compensate the STS360 for the services rendered as follows:

- a. STS360' fees for the services specified in Paragraph 1, above will be charged _____ per hour in accordance with Appendix C of DIR Contract No. DIR-TSO-3459.
- b. Any additional services not specified in Paragraph 1, above, will be charged to _____ at an hourly rate in accordance with Appendix C of DIR Contract No. DIR-TSO-3459.
- c. STS' travel fee for the services not specified in Paragraph 1, above will be charged to _____ at an hourly rate in accordance with Appendix C of DIR Contract No. DIR-TSO-3459.
- d. If any invoice is not paid when due, interest will be added to and payable on all overdue amounts in accordance with Appendix A Section 8J of DIR Contract No. DIR-TSO-3459.

5. COSTS AND EXPENSES. If terms in this Agreement for warranty / maintenance and services are determined to not be met by _____, when technician is on site, all work on the service will be put on hold until a purchase order is issued for the work needed to be performed to correct the issue.

6. TERM. This Agreement will remain in effect for a period of _____ years from the final sign off date of this Agreement.

7. CONFIDENTIALITY. Confidentiality shall be handled in accordance with Appendix A Section 10H of DIR Contract No. DIR-TSO-3459.

8. GENERAL WARRANTY. STS shall provide its products and services and meet its obligations under this Agreement in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in STS's community and region, and will provide a standard of care equal to, or superior to, care used by STS360. .

9. ENTIRE AGREEMENT. See DIR Contract No. DIR-TSO-3459 including all its appendices, original Customer's purchase order and the warranty document for 'entire agreement'.

This warranty document is delivered as final documentation to the authorized _____ representative and assumed as the standard warranty upon completion/ final acceptance, of the project. A purchase

order issued based on this document constitutes agreement with the original scope of work and warranty agreement included herein.

1. This is a warranty and not an insurance policy. This warranty does not take the place of the Customer's general liability insurance.
2. All warranties exclude remedy for damage or defect caused by abuse, tampering, vandalism, improper or insufficient maintenance, improper operation.
3. The Customer is responsible for any damage to any improvement, fixture or property not constructed, installed or included in maintenance contract scope by STS360 that may cause the need for repair to the STS360 installed equipment, materials, hardware, etc. (e.g. – damaged ceiling is leaking onto network equipment, STS360 should not be liable to fix the ceiling leak as well as the STS360 equipment).
4. The Customer will be required prior to repair of unwarranted issue to hold STS360 free of any liability from the cause of the original problem
5. Warranty does not include drainage deficiencies at the job location / location of equipment / material (e.g. – drainage is damaged on facility and run off of rain water overwhelms drainage and therefore begins draining directly on our equipment where there'd been no point of drainage prior during project installation).
6. Warranty does not include any landscaping issues that cause loss of effectiveness of security after project acceptance (e.g. – Customer decides to forego cutting back trees or plants new trees or bushes that grow in front of camera placements, diminishing intended Field of View)
7. Warranty does not include any defects or deficiency caused by materials, design, construction, or work supplied by other than the STS360 outside of the contract scope
8. Warranty does not include changes, alterations or additions made to the installation by anyone other than those performed under obligations of this warranty;
9. Warranty does not include deficiency or defects caused or made worse by the Customer's, employees, patrons, or any other party than STS360 during the service Agreement.
10. Warranty does not cover any deficiencies or defects in workmanship, materials or structural portions normally covered by another warranty or insurance policy whether or not paid by such warranty or insurance policy (e.g. – Customer employee repairs something in the electrical room, and because of poor workmanship causes pipes to burst damaging significant portions of our system and the facility / structure and DADS' insurance doesn't cover it, STS360 should not be liable for the cost to cover damaged equipment caused by workmanship or structural problems on the facilities)
11. Warranty does not cover deficiency or defects resulting from accidents, riot, civil commotion, terror attacks, war, or Acts of God; including but not limited to fire, explosion, smoke, water escape, windstorm, mudslide, erosion, hail, lightning, hurricanes, tsunamis, falling trees, aircraft, vehicles, flood, earthquakes, sink holes, underground springs, volcanic eruptions, saturated soils or change in the level of the under-ground water table.
12. Warranty does not cover any contamination caused or created by natural or man-made chemicals, compounds, or substances used by the Customer or breakdown or adverse effects of chemicals, compounds, or substances used.
13. Warranty does not cover pest damage including but not limited to termites, rodents, cockroaches and ants
14. Warranty does not cover any damage caused by water intrusion, including but not limited to roof leaks, window sealants, plumbing
15. Warranty does not cover heat damage, damage caused from dust build up, dampness or condensation due to Customers' failure to maintain adequate ventilation.

16. Warranty does not cover any loss, damages or other condition which is not a deficiency or defect of the systems functionality;
17. Warranty does not cover consequential damage: Any property damage or bodily injury which follows as a result of structural damage, or other defects covered under this warranty including defects in workmanship that was not originally installed by STS360 (e.g. – something occurs in relation to structural or poor workmanship from the Customer or other contractor, causing our equipment to malfunction and cause bodily or property damage, such as a camera coming loose and falling on a person or property.)
18. Warranty does not cover any loss or physically inflicted damage which is not a construction deficiency or defect, including but not limited to chips, scratches, and dents in materials, fixtures, appliances, or other types of equipment
19. Warranty does not cover failure by the Customer to give notice to the STS360 regarding deficiencies or defects within a reasonable time;
20. Warranty does not cover Customer's negligence and/or improper maintenance or improper operation of items warranted under this warranty
21. Warranty does not cover failure of the Customers or any Customer or third party representative to comply with the warranty requirements of manufacturers of hardware, software, equipment, materials, or fixtures
22. Warranty does not cover any loss or damage which the Customer(s) have not taken reasonable timely actions to minimize;
23. Warranty does not cover any dispute received by Customer later than 30 days after the applicable Warranty Expiration Date for claimed items of deficiency or defect;
24. Warranty does not cover any alleged deficiency or defect for which there is no evidence of deficiency or defects at the time of the claims investigation; or which has been repaired prior to a claim
25. Warranty does not cover any condition which does not result in actual physical or functional damage to the warranted equipment, materials, hardware, software, materials or fixtures.
26. Billable costs may occur if STS360 Technicians are denied entry to facility and/or when appointments are not cancelled within 24 hours of arrival. Should it be no fault of the Customer in the event of an unforeseen circumstance (act of God, serious incident / crime, or other unforeseen circumstance), and STS360 will excuse the charge but requests to be contacted as soon as possible to cancel the appointment.
27. STS360 cannot be held liable for unresponsiveness to work orders that are not reported and/or escalated through the proper chain of communication by _____ in this warranty agreement.

Company: Sigma Surveillance, Inc. DBA STS360

By: _____
Authorized Signature

Name: _____

Title: _____

Date: _____

Customer's Name: _____

By: _____

Authorized Signature

Name: _____

Title: _____

Date: _____